

**2013 CITY OF SAN JOSE – AMSP NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**UNION PROPOSAL #7 – SICK LEAVE**

Proposed Language:

**SICK LEAVE**

- (X).1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:
  - (X).1.1 Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.
- (X).2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.
- (X).3 Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.
- (X).4 Accrued sick leave also may be used in accordance with the Catastrophic Illness Time Donation Program.
- (X).5 Except as otherwise provided by resolution of the City Council, paid sick leave shall not be allowed for any absence from work occasioned by intoxication, or use of narcotics not prescribed by a licensed physician.
- (X).6 If approved by the City, an employee who is enrolled and participating in a substance abuse treatment program may use sick leave for absences resulting from participation in such program. The City may require appropriate verification.
- (X).7 No employee shall be entitled to or be granted sick leave, either with or without pay, unless he or she, or someone on his or her behalf notifies his or her immediate superior or Department Director, of his or her intent to take such sick leave due to a personal or family illness prior to the commencement of the sick leave where such notice is possible; provided, however, that the Director of Employee Relations may waive the requirement of such notice upon presentation of a reasonable excuse by such employee.

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- (X).8 An employee may be required to furnish substantiation for any absence for which sick leave payment is requested.
- (X).9 A full-time employee of the City shall be entitled to sick leave without any pay if required to be absent from work on account of any non-job related illness, injury or disability, in all situations where such employee is not entitled to sick leave with pay. Any full-time employee who is unable to return to work after being absent on paid and/or unpaid sick leave for a maximum of twelve (12) consecutive months or for a maximum of eighteen (18) cumulative months in any period of twenty-four (24) consecutive months may be separated from City service. However, an employee who has reached this limit may apply for a leave of absence without pay pursuant to Section (X), Leave of Absence.
- (X).10 Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours the employee is in fact regularly assigned to work or would have been required to work, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.
- (X).11 No eligible part-time employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact the employee is not regularly assigned to work or would not have been required to work on that day, inclusive of any hours an employee elects to work in addition to their indefinite assignment, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.

*\* This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

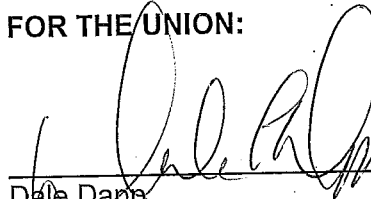


Alex Gurza  
Deputy City Manager

5-30-13

Date

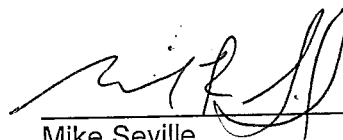
**FOR THE UNION:**



Dale Dapp  
President  
AMSP, IFPTE, Local 21

5/30/2013

Date



Mike Seville  
Business Agent  
IFPTE, Local 21

5/30/13

Date